

Memorandum



Date: October 3, 2019

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

Agenda Item No. 8(F)(16)

From: Carlos A. Gimenez
Mayor

Resolution No. R-1035-19

Subject: Resolution Approving an Interlocal Agreement between Miami-Dade County and
Monroe County Board of County Commissioners for the Sale of Surplus Property

Recommendation

It is recommended that the Board of County Commissioners (Board) approve an Interlocal Agreement (attached Exhibit A) with the Monroe County Board of County Commissioners (Monroe County) for Miami-Dade County to undertake the sale of certain surplus property, including but not limited to, vehicles, miscellaneous equipment, and office furniture, as designated by Monroe County, on behalf of Monroe County. Approval of this Interlocal Agreement will allow the Internal Services Department - Property Control Unit (PCU) to advertise and conduct the administrative functions related to the sale of certain surplus property in conjunction with the sale of County surplus property.

Scope

The impact of this item is Countywide; however, this item also provides assistance to Monroe County for the sale of certain surplus property.

Fiscal Impact/Funding Source

This item represents a positive fiscal impact to the County. The County will deduct 20 percent of the sale proceeds as compensation for services provided to Monroe County.

Track Record/Monitor

The Property Control Unit of the Internal Services Department will track and monitor this Interlocal Agreement.

Background

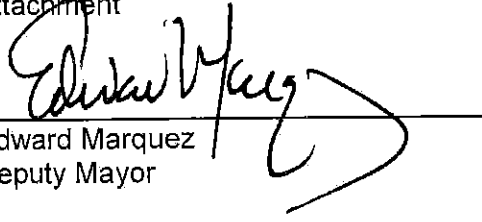
Monroe County has requested from the County, through its Internal Services – Property Control Unit, to administer the sale of certain surplus property. This unit is responsible for the overall disposal of surplus County property. On a regular basis, PCU conducts online auctions for the disposition of certain County equipment. As such, PCU would oversee Monroe's disposal of property, in conjunction with the sale of Miami-Dade County surplus property, in accordance with Chapter 274 of the Florida Statutes, and to the extent applicable, Administrative Order 8-2.

Any property designated by Monroe County to be sold, will be in the custody of the Miami-Dade County for the inspection of prospective bidders, and will be sold at the next available sale of County surplus property. Upon completion of the auction, PCU will advise Monroe County of all the bid results. Monroe County will then advise Miami-Dade County whether to reject or accept the highest bid for items sold. In consideration of these services, Monroe County will compensate the County 20 percent of the sale proceeds.

Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners
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The Monroe County Board of County Commissioners approved this Interlocal Agreement at the September 19, 2018 Board meeting and was executed by the Mayor of Monroe County.

Attachment



Edward Marquez
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: October 3, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(F)(16)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(16)
10-3-19

RESOLUTION NO. R-1035-19

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MONROE COUNTY BOARD OF COUNTY COMMISSIONERS FOR MIAMI-DADE COUNTY TO UNDERTAKE, ON BEHALF OF MONROE COUNTY, THE SALE OF MONROE COUNTY'S SURPLUS PROPERTY IN EXCHANGE FOR TWENTY PERCENT OF THE PROCEEDS THEREOF; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE INTERLOCAL AGREEMENT, AND EXERCISE ALL PROVISIONS CONTAINED IN THE INTERLOCAL AGREEMENT

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves an Interlocal Agreement with the Monroe County Board of County Commissioners ("Monroe County"), in substantially the form attached hereto as Exhibit A and incorporated herein by reference, to have the County undertake, on behalf of Monroe County, the sale of surplus property designated by Monroe County, including but not limited to, vehicles, miscellaneous equipment, and office furniture, in exchange for the County's retaining twenty percent of the proceeds thereof. This Board further authorizes the County Mayor or County Mayor's designee to execute the Interlocal Agreement, and to exercise all provisions contained in the Interlocal Agreement.

The foregoing resolution was offered by Commissioner **Esteban L. Bovo, Jr.**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	aye		
Rebeca Sosa, Vice Chairwoman	aye		
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Sally A. Heyman	aye
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

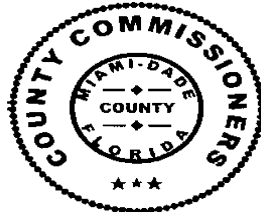
The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of October, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
 BY ITS BOARD OF
 COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Linda L. Cave

By: _____
 Deputy Clerk



Approved by County Attorney as
 to form and legal sufficiency.

Eduardo W. Gonzalez

EXHIBIT A

INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AND MIAMI-DADE COUNTY INTERNAL SERVICES DEPARTMENT FOR THE SALE OF SURPLUS PROPERTY

THIS INTERLOCAL AGREEMENT, (the "Agreement") by and between Miami-Dade County (hereinafter referred to as "The County") and Monroe County Board of County Commissioners (BOCC) (hereinafter referred to as "BOCC") is entered this 19th day of September, 2018.

WHEREAS, The BOCC wishes to utilize the non-exclusive services of the County for the sale of The BOCC certain surplus properties as designated by the BOCC, including but not limited to vehicles, miscellaneous electronic equipment, office furniture (the "Surplus Property"); and

WHEREAS, The County wishes to provide this service to the BOCC.

NOW, THEREFORE, the parties do mutually agree to the following term and conditions:

1. TERM:

This Agreement shall commence on September 19, 2018, and continue indefinitely, subject to the right of either party to terminate at any time within 30 days written notice.

2. SERVICES:

Miami-Dade County, Internal Services Department, Property Control Unit (hereinafter referred to as ISD/PCU) agrees to provide the following non-exclusive services to the BOCC regarding the sale of certain Surplus Property:

- a) ISD/PCU will advertise and conduct the administrative functions related to the sale of Surplus Property in accordance with Chapter 274 of the Florida Statutes.
- b) The ISD/PCU will maintain custody of item(s) to be sold from The BOCC; identify: the address/location where the items may be inspected by prospective bidders; and the hours and days when prospective bidders may make appointments to inspect the items, e.g. 9:00 A.M. to 1:00P.M., Monday through Friday.
- c) The sale of the Surplus Property will be conducted in conjunction with the next available sale of the County surplus property. All sales will be advertised and conducted "As Is-Where Is" with no warranty or guaranty of any kind.
- d) Upon completion of the online auction of item(s) ISD/PCU will notify BOCC of all bid results. The BOCC will then advise the ISD/PCU whether to reject or

accept the highest bid for item(s) sold.

- e) The PCU will notify the successful highest/winning bidder, once full payment has been processed online, winning bidder will be advised to go "in person" to the ISD Capital Inventory section @ 2225 NW 72 Ave, Miami, FL 33122 to pick up documents such as "vehicle title" and/or "bill of sale". The hours of operation are Mon-Fri from 9a.m.-1:00p.m. The property will NOT be released without this documentation at the removal location.

3. The BOCC Responsibilities:

The BOCC will be responsible for the following functions of the sale:

- a) Deliver the surplus equipment for sale to the ISD/SPC facility, located at 980 W. 84th Street, Hialeah, FL 33014. If equipment to be sold are vehicles, the BOCC will provide ISD/PCU with all vehicle titles and documentation. The BOCC will deliver all vehicles to the ISD/PCU auction sales lot located at 8801 NW 58th Street, Miami, FL 33178.
- b) The BOCC shall prepare a County Auction Request form for the particular item(s) upon transferring said item(s) to the ISD/PCU facility or auction lot. The form will advise the ISD/SPU of equipment for sale including the following information: Make, Model, Serial Number, and Statement as to the condition of the equipment (operational or non-operational).
- c) Preparation of the equipment for sale requires the removal of hard drives, and the removal of any identifying decals, logos, police or rescue vehicles light bars, radios, and police vehicles safety cages.

4. PAYMENT FOR SERVICES:

Upon completion of the sale, the ISD/PCU will provide a summary of the sale results. ISD/PCU will then deduct 20% of the proceeds as compensation for services provided. A check or ACH draft will be made out within 60 days following the issuance of payment to the County by the auctioneer; The County shall disburse 80% of the proceeds of the sale to the BOCC.

5. INDEMNIFICATION:

The BOCC shall indemnify and hold harmless The County and its officers, employees, agents, and instrumentalities from all liability, losses or damages, including attorneys' fees and costs of defense, which The County or its officers, agents, and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceeding of any kind arising out of, relating to or resulting from the advertising and sale of The BOCC's surplus equipment.

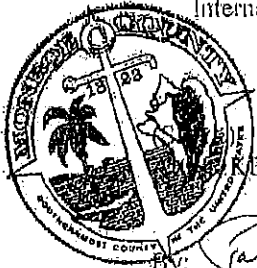
The BOCC shall pay all claim and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of The County, where applicable, which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that Statute whereby the government entity shall not be held liable to pay personal injury or property damage claims or judgments or portions thereof, which when totaled with all other claims or judgments paid by the government entity arising out of the same incident or occurrence, exceed the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the government entity.

The agreement contains the entire understanding between the parties and it may be amended by joint agreement in writing by both parties.

MIAMI-DADE COUNTY

BOCC

By: _____
Tara C. Smith, Director
Internal Services Department



KEVIN MADOK, Clerk

By: Kevin Madok
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: Debra J. Murphy
Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Christine Limbert-Barrows
CHRISTINE LIMBERT-BARROWS
ASSISTANT COUNTY ATTORNEY
DATE: 4/25/99

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